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August 2, 2006,

VIA ELECTRONIC MAIL AND HAND DELIVERY

The Honorable Sue L. Robinson
Chief Judge
United State District Court
844 King Street
Lock Box 31
Wilmington, DE 19801

RE: Blozis v. Mellon Trust of Delaware, N. A. et al., Civil Action No. 05-891 SLR
Plaintiff's Reply to Defendant's Letter of July 31st

Dear Chief Judge Robinson:

The following is Plaintiff's reply to Defendant's letter of July 31st. On that date, I forwarded to the Court Plaintiff's draft Confidentiality Agreement and Protective Order for the above captioned case along with a letter indicating that "[s]ubstantive differences between Plaintiff's and Defendants' versions [of the agreement] are found at paragraphs 2.b and 2.c." Letter from J. LaRosa to C.J. Robinson of 7/31/06 at 1. I also explained that "paragraph 2.b of Plaintiff's version requires that the party producing confidential documents designate each confidential document "Confidential" for the sake of clarity and to avoid confusion to the non-producing party . . . and to avoid the exposure to sanctions for violating a Court Protective Order for inadvertent disclosure of unlabeled documents considered confidential[.]" *Id.* at 1-2. Thus, Plaintiff objected to the following language in the agreement:

Stamping "Confidential" on the first page of any bound, stapled, clipped or rubber-banded multi-page document otherwise deemed confidential is protected, even in the event of an inadvertent failure to stamp "confidential" on every page of the document (such as, for example, a written contract or employee handbook).

In response, defense counsel represented to the Court that "Plaintiff's counsel has never articulated a basis for Plaintiff's specific objection to the above-referenced sentence[.]" Letter from S. Affrunti to C.J. Robinson of 7/31/06 at 1.

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This statement by defense counsel is simply not true. On July 20th, I e-mailed counsel with a revised draft of the confidentiality agreement and did in fact articulate Plaintiff's aforementioned basis for objecting to the above-referenced sentence. See Ex. A (attached). Thus again, on the basis first articulated to defense counsel on July 20th and the reasons stated in my letter to the Court of July 31st, Plaintiff respectfully requests that the Court issue a Protective Order using Plaintiff's version of the Confidentiality Agreement.

Respectfully submitted,

/s/ John M. LaRosa

Enclosures

cc: Clerk, U.S. District Court (via U.S. mail)
Sherri A. Affrunti, Esquire (via electronic and U.S. mail)
Thomas S. Neuberger, Esquire (via hand delivery)

Attorney Files/John's Files/Client/Blozis/Correspondence/Judge Robinson 2